

NOTICE OF OPEN MEETING NOTICE OF SPECIAL CITY COUNCIL MEETING

Public Notice is hereby given that the City Council of the City of Excelsior Springs will conduct a **SPECIAL CITY COUNCIL MEETING at 9:00 AM, October 26, 2018** in the Hall of Waters Building, Court Room, 201 E. Broadway, Excelsior Springs, Missouri.

The tentative agenda of this meeting is as follows.

CITY COUNCIL City of Excelsior Springs

A G E N D A

**October 26, 2018, 9:00 AM
Hall of Waters Building, Council Chambers
AMENDED AGENDA**

Call to Order
Roll Call

1. Consideration of Purchase of Old Rainbow Swim Club Property - Ordinance No. 18-10-08
2. Consideration of Consent to Assignment of Contract Rights from Broadband to United - Ordinance No. 18-10-10
3. Consideration of Consent to Assignment of Contract Rights from Excel to United - Ordinance No. 18-10-11
4. Comments
5. Adjourn

Representatives of the news media may obtain copies of this notice by contacting the City Manager's office, 201 East Broadway. Phone (816) 630-0752.

If any accommodations are required in order to attend this meeting (i.e. qualified interpreter, large print, reader, hearing assistance), please notify the City Manager's office no later than 48 hours prior to the beginning of the meeting.

Date and Time of Posting: AMENDED Wednesday, October 24, 2018 at 3:30pm



City Council Meetings
Council Meeting 10/26/2018

To: Mayor and City Council
From: Molly McGovern
Date: 10/23/2018
RE: Consideration of Purchase of Old Rainbow Swim Club Property - Ordinance No. 18-10-08

The ESPR Foundation has been raising funds to build a splash park in the community for the last three years. Several months ago, the Park & Recreation Department submitted a grant application for \$250,000 to the Land and Water Conservation Fund. This grant has been shortlisted for approval by the MoDNR. ESPR Foundation member, Kim Sanson has been working with the Rainbow Swim Club Board and creditors to acquire the property which has been evaluated as the best location for redevelopment into a Splash Park. This proposal will eliminate the blighting effect from an abandoned pool and can utilize some of the investments that are present on the property to change the use to a Splash Park.

Attached is a contract that represents the approved payoffs from the liens that are present on the property in the amount of \$2,356. This represents the cost to acquire the property, plus closing costs.

Molly McGovern

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	10/23/2018
Agreement	Exhibit	10/23/2018
Tax Lien	Backup Material	10/23/2018
Title Commitment	Backup Material	10/25/2018

ORDINANCE NO. _____

AN ORDINANCE APPROVING EXPENDITURES FROM THE BLIGHT FUND IN AN AMOUNT NOT TO EXCEED \$2,356.00 AND APPROVING A CONTRACT TO PURCHASE REAL PROPERTY FOR PARK PURPOSES

WHEREAS, the City Council of the City of Excelsior Springs, Missouri (the “City”) has determined that the expenditure not to exceed \$2,356.00 from the Blighted Property Fund for the purchase of the property located at 300 Sherri Lane, Excelsior Springs, Missouri (the “Old Rainbow Swim Club”) is necessary for the safety and benefit of the public, and

WHEREAS, the Excelsior Springs Parks and Recreation Foundation has raised funds to build a Splash Park for the community; and

WHEREAS, the City and Rainbow Swim Club have reached an agreement for the property located at 300 Sherri Lane, Excelsior Springs, Missouri.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City of Excelsior Springs shall pay the tax liens for the property located at 300 Sherri Lane, previously known as the Rainbow Swim Club property, and agree to the terms set forth in Exhibit A.

Section 2. The payment of funds to pay off liens on the property in the amount of approximately \$2,356.00 is approved, and the City Manager is authorized to take such other actions reasonably necessary to carry out the intent of this Ordinance on behalf of the City.

Section 3. The Mayor, the City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved this _____ day of _____, 2018.

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

REAL ESTATE AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 20____, between the City of Excelsior Springs, Missouri, having an address of 201 E. Broadway, Excelsior Springs, Clay County, Missouri 64024 ("City") and Rainbow Swim Club LLC, having an address of 300 Sherri Lane, Excelsior Springs, Clay County, Missouri ("Seller").

AGREEMENT

Section 1. The Property For the consideration and upon and subject to the terms, conditions and provisions herein, Seller shall sell and convey to the City and the City shall purchase from Seller, all right, title and interest of Seller in the property, legally described as:

See attached Owners Policy provided by Stewart Title Co.

Commonly known as 300 Sherri Lane, Excelsior Springs, Missouri ("Property").

Section 2. Subject Clauses The City agrees to take title to the Property by Missouri Special Warranty Deed, subject only to existing easements for public roads, highways, utilities and pipelines, and the taxes and assessment assumed by the City pursuant to Section 4 of this Agreement.

Section 3. Purchase Price The Purchase Price for the Property shall be the assumption by the City of the outstanding taxes and assessments for Parcel #08918000800100 assumed under Section 4 hereof, totaling \$2,355.97.

Section 4. Taxes and Assessments The City shall assume all outstanding taxes, general and special, and all special assessments, against the Property and installments of unpaid special assessments becoming due and accruing thereafter.

Section 5. Utility, Rental and Maintenance Prorations Delinquent utility charges including, but not limited to, gas, water and electrical services, if any, shall be paid by the City as of the day next preceding the Closing Date on the basis of meter readings taken on such date.

Section 6. Conditions Precedent to City's Obligation to Close Notwithstanding anything in this Agreement to the contrary, the City's obligation to complete Closing under this Agreement is contingent upon the following conditions being satisfied immediately prior to and at the Closing unless such condition is waived, in writing, by the City in its sole and absolute discretion:

- (a) **Representations and Warranties True at Closing:** The representations and warranties of Seller contained in this Agreement and all other Closing documents shall be true on and as of the settlement date with the same effect as though such representations and warranties had been made on and as of such date, and there shall be no breach of any said representations or warranties.
- (b) **Title:** Seller has good and marketable fee title to the Property, free of all liens and encumbrances, except taxes and assessments assumed under Section 4 hereof.
- (c) **Survey:** Completion of an ALTA survey satisfactory to City. The City shall bear all expense for completion of the survey.

Section 7. Closing Date The closing shall take place October 31st, 2018, or such other date as the parties shall agree upon in writing (the "Closing" or "Closing Date").

Section 8. Title Insurance City shall bear all expense for both the preparation of any title commitment and an owner's title policy to be issued thereunder, and including ALTA Endorsements 8.1, 9, 9.6, 17, 22, 25 and 33.

Section 9. Seller's Warranties and Representations As a material inducement to cause the City to enter into this Agreement, Seller represents to the City that:

(a) **Authority.** Seller has the authority and power and has obtained any and all consents required therefor to enter into this Agreement and to consummate and/or cause to be consummated the transactions provided by this Agreement. Each and every person signing this Agreement and all related documents on behalf of Seller is authorized to do so. This Agreement has been and all documents to be executed by Seller pursuant to this Agreement will be, authorized and properly executed and does and will constitute the valid and binding obligations of Seller, fully enforceable against Seller in accordance with their respective terms.

(b) **Title.** Seller has good and marketable fee title to the Property. The Property shall at closing include without limitation all right, title and interest, if any, of Seller and any affiliate of Seller in and to any land lying in the bed of any street, road, highway, or avenue, open or proposed, in front of or adjoining all or any part of the Property and all strips, gores, or right-of-way, lakebeds, streams, riparian rights, and easements, in front of or adjoining all or any part of the Property.

(c) **Relocation Benefits.** Seller has been advised of relocation benefits under Missouri law and hereby waives all such rights.

(d) **Withholding Obligation.** Seller's sale of the Property is not subject to any federal, state or local withholding obligation of the City under the tax laws applicable to Seller or the Property.

(e) **Environmental.** Seller has no knowledge of any violation of environmental laws related to the Property or the presence or release of hazardous materials on or from the Property.

Section 10. Closing Documents On or prior to the Closing Date, Seller shall deliver to the City the following:

(a) Seller's executed Special Warranty Deed.

Section 11. Brokers Commissions The parties acknowledge and represent that no entity is entitled to a commission, finder's fee or other like compensation arising in any manner from this Agreement. Each party agrees to defend, protect, indemnify and hold the other party harmless from and against any claim for commission or finder's fee by any person or party who alleges that it was engaged or retained by such party, or that, at the request of such party, it was the procuring cause or instrumental in consummating this Agreement.

Section 12. Delivery of Possession Seller represents that the Property has no tenants or other persons in possession. Seller will, prior to closing, remove its property and quit the premises. Seller shall deliver absolute possession of the Property to the City on the Closing Date.

Section 13. Time of Essence Time is of the essence of this transaction.

Section 14. Further Assurances In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by **Seller** to the **City** at closing, **Seller** agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to the **City**.

Section 15. Successors This Agreement shall inure to the benefit of and bind the parties and their respective successors and assigns.

Section 16. Invalidity and Waiver If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

Section 17. Governing Law This Agreement shall be governed by the laws of Missouri without regard to its conflict of laws statute.

Section 18. Counterparts This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one and the same Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

Section 19. Entire Agreement This Agreement contains the entire agreement between or representations, express or implied, concerning the sale contemplated hereunder.

NOW, THEREFORE, the parties execute this Agreement the date set forth below next to each parties' respective signature.

CITY:

CITY OF EXCELSIOR SPRINGS, MISSOURI

Date: _____

By: _____
MOLLY MCGOVERN, CITY MANAGER

ATTEST:

SHANNON STROUD, CITY CLERK

SELLER:

Date: 10/18/18

Printed Name: BRIAN J. KENNEDY

TAXATION DIVISION
PO BOX 840
JEFFERSON CITY, MO 65105-0840



Missouri
DEPARTMENT OF REVENUE

Telephone: (573) 751-3505
Fax: (573) 522-1160
E-mail: dormail@dor.mo.gov

RAINBOW SWIM CLUBB
897 WILLIAMS ST
EXCELSIOR SPRINGS, MO 64024-1478

October 02, 2018

Dear Sir or Madam:

Lien Payoff

Missouri Tax Identification Number: 10174559

This is regarding a tax lien payoff for Rainbow Swim Clubb.

The Missouri Department of Revenue records indicate the following tax lien payoff:

Lien Number	Balance Due
201528964100722	\$ 460.09
201720264101495	\$ 441.08
201631664100734	\$ 566.66
201702064101672	\$ 445.30
201711164101388	\$ 442.84
Total Balance Due	\$ 2,355.97

Interest has been updated through October 31, 2018.

Please submit total amount due of \$2,355.97 in the form of a cashier's check or money order to prevent a delay in the release of the lien. Overnight payments may be sent to the Department at: 301 West High Street, Attn: Collections Enforcement, Room 102, Jefferson City, MO 65105.

If you require additional information or assistance, please contact the Taxation Division at Post Office Box 1646, Jefferson City, Missouri 65105-1646 or by telephone at (573) 751-7200 during the hours of 8:00 a.m. to 5:00 p.m.

TAXATION DIVISION

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

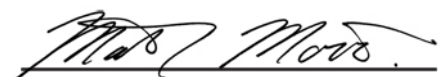
Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

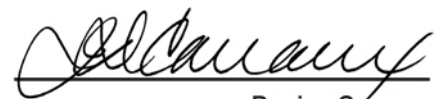

Authorized Countersignature

Stewart Title Company
1170 Kansas Ave, Ste A
Liberty, MO 64068





Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 255679

ALTA Commitment For Title Insurance 8-1-16

Page 1 of 3

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I - Requirements;
 - (f) Schedule B, Part II - Exceptions; and
 - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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ALTA Commitment For Title Insurance 8-1-16

Page 2 of 3

AMERICAN
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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment For Title Insurance 8-1-16

Page 3 of 3

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Company
Issuing Office: 1170 Kansas Ave, Ste A
Liberty, MO 64068
Cindy May , Email: cmay@stewart.com
Phone: (816) 988-9464 Fax: (816) 988-9465

ALTA® Universal ID:
Loan ID Number:
Commitment Number: 255679
Issuing Office File Number: 255679
Property Address: 300 Sherri Lane, Excelsior Springs, MO 64024
Revision Number: A
Customer/Client File No.:

1. Commitment Date: October 8, 2018 at 8:00AM

2. Policy or Policies To Be Issued:	Proposed Policy Amount
(a) ALTA Owner's Standard	\$2,355.97
	Total Charge: \$4.00

Proposed Insured:

City of Excelsior Springs, MO

(b) ALTA Loan Standard

Proposed Insured: NONE

3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

4. Title to the said estate or interest in the Land is at the Commitment Date vested in:

Rainbow Swim Club

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

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File No.: 255679

ALTA Commitment For Title Insurance 8-1-16

Page 1 of 7

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**ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 255679

Beginning at a point on the East line of the Southwest Quarter of Section 35, Township 53 North, Range 30 West, Clay County, Missouri, 290 feet South of the Northeast corner; thence East parallel with the North line of said Quarter, a distance of 470.16 feet to a point in the West right-of-way line of State Route 69; thence South 19 degrees 33 minutes West in said West line a distance of 132.68 feet; thence West parallel with the North line of said Quarter, a distance of 466.78 feet; thence North parallel with the East line of said Quarter, a distance of 125.0 feet; thence East parallel with the North line of said Quarter, a distance of 41.0 feet to the point of beginning, subject to that part, if any, in streets, roadways, highways or other public rights-of-way.

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ALTA Commitment For Title Insurance 8-1-16

Page 2 of 7

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 255679

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **EXTENDED COVERAGE FOR POLICY:** This Title Company has additional requirements for requests to remove standard exceptions, such as the standard exceptions for survey matters, mechanic's liens, taxes not appearing of record, parties in possession, etc. Please contact the Company immediately with request for removal of any of the standard exceptions or other extended coverage so that underwriting requirements may be evaluated and satisfied.
6. Approval to issue this policy must be obtained from authorized Underwriting Personnel of Stewart Title Guaranty. This commitment and any policies to be issued are subject to any additional limitations, requirements or exceptions made by Stewart Title Guaranty Company.
7. Payment and release of Delinquent Special Taxes (mowing and weeds) for the year 2017 in the amount of \$575.00, plus interest, penalties and costs.
8. The corporate existence of Rainbow Swim Club, a Missouri non-profit corporation, is terminated due to forfeiture of the corporation be reinstated to good standing with the Missouri Secretary of State. In the alternative we require the following:
 - a. Recording of a certified copy of the last Corporate Abstract and the last Annual Registration report filed with the Missouri Secretary of State showing all of the last appointed officers and directors of said corporation.
 - b. Recording of an affidavit in a form approved by the company which sets forth (i) the legal description of the subject property, (ii) the ownership thereof by said forfeited corporation, (iii) and the names of the last acting officers and directors or said corporation and their status as officer and/or director who constitute the currently acting Statutory Trustees for said corporation. If any officers and/or director are deceased, the date and place of death should also be stated in said affidavit.
 - c. Recording of a deed from all living and last appointed officers and directors in their capacity as Statutory Trustees of said forfeited corporation.

Upon receipt of the above documents, we reserve the right to review and make such further requirements as we deem necessary.

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ALTA Commitment For Title Insurance 8-1-16

Page 3 of 7

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

9. The application for title insurance does not indicate the name of the proposed buyer(s). We require the name(s) of the proposed buyer(s). If a proposed buyer is a trust or a legal entity, such as a corporation, limited liability company or partnership, additional trust or entity requirements may be made. Upon receipt of the name(s) of the buyer(s), we reserve the right to conduct a further examination of the public records and to make such further requirements and/or exceptions as we deem necessary.
10. NOTE: Our application reflects a request for an Owner's Policy only. If a Mortgagee's Policy is also required, we reserve the right to make further requirements and/or exceptions that we deem necessary.
11. Proof of payment of all real estate taxes and special assessments, if any, due the City of Excelsior Springs.
12. Satisfaction of Judgment in favor of Department of Revenue-Collection Enforcement against Rainbow Swim Club, in the amount of \$424.51 plus court cost & interest, entered on 10/26/2015 as Case Number 15CY-MC02625 in, Clay County, Missouri.
13. Satisfaction of Judgment in favor of Division of Employment Security against Rainbow Swim Club, in the amount of \$424.51 plus court cost & interest, entered on 12/17/2015 as Case Number 15CY-TJ00296 in, Clay County, Missouri.
14. Satisfaction of Judgment in favor of Department of Revenue-Collection Enforcement against Rainbow Swim Club, in the amount of \$535.03 plus court cost & interest, entered on 11/18/2016 as Case Number 16CY-MC03257 in, Clay County, Missouri.
15. Satisfaction of Judgment in favor of Missouri Department of Revenue-Tax against Rainbow Swim Club, in the amount of \$422.92 plus court cost & interest, entered on 01/27/2017 as Case Number 17CY-MC00349 in, Clay County, Missouri.
16. Satisfaction of Judgment in favor of Missouri Department of Revenue-Tax against Rainbow Swim Club, in the amount of \$423.42 plus court cost & interest, entered on 04/28/2017 as Case Number 17CY-MC00889 in, Clay County, Missouri.
17. Satisfaction of Judgment in favor of Missouri Department of Revenue-Tax against Rainbow Swim Club, in the amount of \$423.94 plus court cost & interest, entered on 07/28/2017 as Case Number 17CY-MC02008 in, Clay County, Missouri.
18. Release of the State Tax Lien executed by State of Missouri against Rainbow Swim Club in the original amount of \$454.51, recorded 10/29/2015, as [Document No. 2015036403](#).
19. Release of State Tax Lien executed by State of Missouri against Rainbow Swim Clubb, in the original amount of \$535.03, recorded 11/22/2016, as [Document No. 2016041765](#).
20. Release of State Tax Lien executed by State of Missouri against Rainbow Swim Clubb, in the original amount of \$422.59, recorded 01/31/2017, as [Document No. 2017003148](#).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 255679

ALTA Commitment For Title Insurance 8-1-16

Page 4 of 7

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

21. Release of State Tax Lien executed by State of Missouri against Rainbow Swim Clubb in the original amount of \$432.42, recorded 05/01/2017, as [Document No. 2017013943](#).
22. Release of State Tax Lien executed by State of Missouri against Rainbow Swim Clubb in the original amount of \$423.94, recorded 07/31/2017, as [Document No. 2017026044](#).
23. MECHANIC'S LIEN COVERAGE FOR POLICY: If loan proceeds and/or owner's funds will be used for the construction or renovation of improvements on the land, and if the Company is requested to provide mechanic's lien coverage, the Company must be advised prior to closing in order to determine whether or not such coverage may be made available. The Company may require additional information to underwrite the request, and there will be charges for any additional services such as construction draw procedures, lien inspections, etc. Please contact our Escrow Officer regarding the availability of mechanic's lien coverage as soon as possible so that we may begin our evaluation and provide quotes for our services.
24. CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted or disbursed by Stewart Title of Kansas City, Inc., we require all monies due from the purchase/loan to be in the form of a Cashier's Check or Wire Transfer as required by law. The above information applies to all closings. Due to wide variances in banking practices and lack of control over funds "on the wire" we do not accept financial responsibility for delays in the clearing of funds.

NOTE REGARDING TAX MATTERS: ALL TAX INFORMATION REFLECTED IN THIS
COMMITMENT CAME FROM THE TAXING AGENCY OR AUTHORITY
THE FOLLOWING INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY

Real Estate Taxes for the year 2017 are EXEMPT. TAX I.D. No. [08918000800100](#)

The currently available assessed valuation shown in the county tax records is \$38,650.00.

NOTE: For your convenience, the tax records reflect the address of the property to be 300 SHERRI LN., EXCELSIOR SPRINGS, MO 00000.

CURRENT VESTING DEED(S) - SHOWN FOR INFORMATIONAL PURPOSES ONLY:

Warranty Deed by and between Rainbow Swim Club, A/K/A Rainbow Swim Club Inc., grantor(s), and Rainbow Swim Club, grantee(s), and recorded 10/10/1990, [as Document No. G79160 in Book 1999 at Page 499](#).

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File No.: 255679

ALTA Commitment For Title Insurance 8-1-16

Page 5 of 7



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 255679

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met
2. Standard Exceptions:
 - a. Rights or claims of parties in possession not shown by the public records.
 - b. Easements, or claims of easements, not shown by the public records.
 - c. Any encroachments, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land.
 - d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - e. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions

3. Taxes 2018 and subsequent years.
4. Easement granted to State of Missouri as more fully set forth in the instrument recorded 12/23/1930 as [Document No. 44571](#) in Book B4 at Page 30.
5. Easement granted to State of Missouri, for the use of the State Highway Commission of Missouri. as more fully set forth in the instrument recorded 02/02/1954 as [Document No. A48848](#) in Book 518 at Page 7.
6. Easement as set forth in the Agreement for Shifting Access to a State Highway, granted to State of Missouri, acting by and through the State Highway Commission of Missouri, as more fully set forth in the instrument recorded 04/28/1967 as [Document No. C10321](#) in Book 930 at Page 389.

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File No.: 255679

ALTA Commitment For Title Insurance 8-1-16

Page 6 of 7



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

7. Easement granted to State of Missouri, acting by and through the State Highway Commission of Missouri, as more fully set forth in the instrument recorded 04/28/1967 as [Document No. C10322](#) in Book 930 at Page 393.
 8. Lack of right of access for ingress and egress to Highway No. 69 from the subject property, said right of access having been granted to State of Missouri, acting by and through the State Highway Commission of Missouri, by deed filed 04/28/1967 as [Document No. C10322](#) in Book 930 at Page 393.
 9. Easement granted to Missouri Power & Light Company as more fully set forth in the instrument recorded 01/16/1968 as [Document No. C18532](#) in Book 966 at Page 294.
 10. Easement, as set forth in the Agreement for Shifting Access to State Highway granted to State of Missouri, acting by and through the State Highway commission of Missouri as more fully set forth in the instrument recorded 02/29/1968 as [Document No. C19674](#) in Book 971 at Page 285.
 11. Right-Of-Way as contained in Deed granted to the City of Excelsior Springs, Missouri of as more fully set forth in the instrument recorded 08/09/1995 as [Document No. M65926](#) in Book 2473 at Page 65, as re-recorded in the Right of Way Easement as contained in Deed granted to the City of Excelsior Springs, Missouri as more fully set forth in the instrument recorded 02/16/1996 as [Document No. M86859](#) in Book 2527 at Page 424.
- NOTE: Accepting Right of Way Easement, as shown under Ordinance No. 95-7-6 by to The City of Excelsior Springs, Missouri, a Municipal Corporation as more fully set forth in the instrument recorded 08/09/1995 as [Document No. M65923](#) in Book 2473 at Page 59 and as re-recorded in the instrument recorded 02/16/1996 as [Document No. M86862](#) in Book 2527 at Page 433.
12. Tenancy either by month to month or by virtue of a written lease, by a party in possession of any part of the subject property.
 13. Any documents linked herein are provided for convenience only. Linked documents are not an abstract or attempt to abstract and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 255679

ALTA Commitment For Title Insurance 8-1-16

Page 7 of 7



Stewart Title Guaranty Company Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056



City Manager
Council Meeting 10/26/2018

To: Mayor and City Council

From:

Date

RE: Consideration of Consent to Assignment of Contract Rights from Broadband to United -
Ordinance No. 18-10-10

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	10/25/2018
Broadband to United	Exhibit	10/24/2018

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING ASSIGNMENT OF A BUILDING LEASE
AGREEMENT AND A RIGHT-OF-WAY USE AGREEMENT
WITH POWERCOMM BROADBAND L.L.C.**

WHEREAS, the City of Excelsior Springs, Missouri (“City”) entered into agreements with PowerComm Broadband L.L.C., for a non-exclusive lease for placement of fiber optic equipment in communications buildings at a water tower and two radio towers owned by the City and a Right-of-Way Use License for placement of underground fiber optic cable in City right-of-way and payment of gross receipts tax; and

WHEREAS, PowerComm Broadband L.L.C. requests that the City consent to assignment of both agreements to United Services, Inc.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City consents to the assignment of the Building Lease Agreement dated June 1, 2015 and the Right-of-Way Use License dated November 2, 2015 with PowerComm Broadband L.L.C. to United Services, Inc. The City Manager is authorized and directed to execute the consent to assignment, the execution of such document being conclusive evidence of such approval.

Section 2. The City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 3. This ordinance shall be in full force and effect immediately upon its passage and adoption as provided by law.

INTRODUCED IN WRITING, read by title two times, passed and approved on the ____ day of _____, 2018.

ATTEST:

Bradley T. Eales, Mayor

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

CONSENT TO ASSIGNMENT OF CONTRACT RIGHTS

WHEREAS, Powercomm Broadband, LLC ("Broadband"), which uses the marketing name of NewDawn Fiber ("NewDawn"), has constructed a high speed internet fiber network in and around The City of Excelsior Springs ("the City"),

WHEREAS, Broadband currently provides high speed internet and other communication services ("the services") to residents in and around the City through its (Broadband's) network,

WHEREAS, to assist with the operation of its network, the City has granted Broadband various contract rights, including but not necessarily limited to, use of towers located in and around the City,

WHEREAS, Broadband has contracted to sell all of its assets to United Services, Inc. ("United"), which also provides high speed internet services, amongst others, in Missouri counties primarily to the northeast of the City and as far north as the Missouri-Iowa border and west to the Missouri-Kansas border,

WHEREAS, Broadband and United would like United to be able continue providing the services to residents and businesses in and around the City without interruption,

WHEREAS, the simplest method of accomplishing this goal is by assignment to United of all of Broadband's contract rights with the City, and

WHEREAS, in order for the assignment to be legally enforceable, the City must give written consent thereto.

NOW THEREFORE, the City hereby gives consent to the assignment to United by Broadband of all of its contract rights with the City, effective as of the closing date for the purchase agreement between United and Broadband (currently planned for Oct. 25, 2018), with the subject contracts listed on Exhibit A attached hereto, understanding that from that date forward, United will be the new legal holder of those rights in place of Broadband.

This Consent to Assignment of Contract Rights is hereby executed this _____ day of October, 2018.

The City of Excelsior Springs, Missouri, by:

Signature

Title

Printed Name

COUNTY OF _____)

Notary Public

EXHIBIT A

Date of Execution

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



City Manager
Council Meeting 10/26/2018

To: Mayor and City Council

From:

Date

RE: Consideration of Consent to Assignment of Contract Rights from Excel to United -
Ordinance No. 18-10-11

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	10/25/2018
Excel to United	Exhibit	10/24/2018

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING ASSIGNMENT OF A TOWER LEASE
AGREEMENT WITH EXCEL WIRELESS, LLC**

WHEREAS, the City of Excelsior Springs, Missouri ("City") entered into an agreement with Air Wave Communications, LLC, for a non-exclusive lease for placement of antenna facilities on four water towers and two radio towers owned by the City, and

WHEREAS, Excel Wireless, LLC requests that the City consent to an assignment of the lease to United Services, Inc..

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City consents to assignment of the Tower Lease Agreement dated August 29, 2012 to United Services, Inc. The City Manager is authorized and directed to execute the consent to assignment, the execution of such document being conclusive evidence of such approval.

Section 2. The City Manager and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 3. This ordinance shall be in full force and effect immediately upon its passage and adoption as provided by law.

INTRODUCED IN WRITING, read by title two times, passed and approved on the ____ day of _____, 2018.

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

CONSENT TO ASSIGNMENT OF CONTRACT RIGHTS

WHEREAS, Excel Wireless, LLC ("Excel"), is a Missouri entity engaged in the business of offering wireless internet and other services in and around the areas of Excelsior Springs, Wood Heights and Lawson, Missouri,

WHEREAS, in connection with the operation of its business, Excel has one or more lease agreement(s) with the City of Excelsior Springs, Excelsior Springs, Missouri, which give Excel the rights to install and maintain a radio antenna mast and/or other equipment at various towers owned by the City of Excelsior Springs, Missouri, and listed below:

1210 Water Tower (Elevated tank on Italian Way)
Water Tower at 69 Highway and Wornall Rd.
120' Radio Tower at 69 Highway and Kearney Rd.
180' Radio Tower at Siloam Park
Water Tower on Donna Drive

WHEREAS, Excel has contracted to sell all of its assets to United Services, Inc. ("United"), which also provides wireless internet services amongst others, in areas primarily to the northeast of the Excelsior Springs and Lawson areas, and as far north as the Missouri-Iowa border and west to the Missouri-Kansas border,

WHEREAS, Excel and United would like United to continue providing services to the Excel subscribers without interruption,

WHEREAS, the simplest method of accomplishing this goal is by assignment to United of all of Excel's rights and obligations pursuant to its contract(s) with the City of Excelsior Springs, Missouri.

WHEREAS, in order for each assignment to be legally enforceable, the City of Excelsior Springs must consent to it.

NOW THEREFORE, the undersigned City of Excelsior Springs hereby gives consent to the assignment to United by Excel of all of its right(s) and obligations, at the option of United, arising under the contract(s) listed on the attached Exhibit A, effective as of the closing date planned for United's purchase of Excel's assets (currently Oct. 25, 2018), understanding that from that date forward, United will be the new legal holder and obligor pursuant to said lease agreement(s).

This Consent to Assignment of Contract is hereby executed this _____ day of October, 2018.

CITY OF EXCELSIOR SPRINGS, MISSOURI:

Signature

Title

Printed Name

STATE OF _____)

COUNTY OF _____)

Executed before me this _____ day of _____, _____.

Notary Public

Notary term expires:

EXHIBIT A

Title of Contract

Date of Execution
